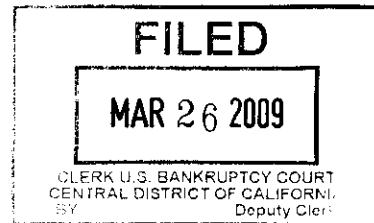


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Brett A. Baer, SBN 212992
Doan Law Firm, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, CA 92008
Phone (760) 450-3333
Fax (760) 720-6082
baerb@doanlaw.com

Attorneys for Jeff Beier

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**

JEFFREY SCOTT BEIER

Plaintiff,

vs.

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC. (MERS),
COUNTRYWIDE HOME LOANS, INC.
COUNTRYWIDE HOME LOANS
SERVICING, L.P., WELLS FARGO
DOCUMENT CUSTODY, and Does 1 thru
50 inclusive.,

Defendants.

Chapter 13

Case No: 8:09-bk-11124-TA

Adv No:

**COMPLAINT TO
QUIET TITLE AND
SEEKING MONETARY
DAMAGES, STATUTORY
DAMAGES, PUNITIVE
DAMAGES, INJUNCTIVE
RELIEF, AND DECLARATORY
RELIEF**

JURY TRIAL DEMANDED

**I.
INTRODUCTION**

1. JEFFREY SCOTT BEIER ("BEIER") brings this Lawsuit against MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), COUNTRYWIDE HOME LOANS, INC., ("CHL"), COUNTRYWIDE HOME LOANS SERVICING, L.P., ("CHLS"), WELLS FARGO DOCUMENT CUSTODY ("WF"), and DOES 1 through 50, inclusive, collectively referred to as "Defendants," for its unlawful and unfair collection practices.

2. BEIER seeks actual economic and non-economic damages, punitive damages, statutory damages, attorney fees, costs, injunctive, and declaratory relief.

II. JURISDICTION

3. Jurisdiction is conferred on this Court pursuant to the provisions of 28 USC 1334 in that this proceeding arises from and is related to the above captioned underlying bankruptcy case under Title 11.
4. This Court has subject matter jurisdiction to hear this case pursuant to 28 USC 1334 and 28 USC 157(b)(1), (2)(O), respectively.
5. This matter is primarily a core proceeding under 28 U.S.C. 157 and therefore the Bankruptcy Court has jurisdiction to enter a final order.
6. Venue lies in this District pursuant to 28 USC 1391(b).
7. This adversary is proper in that it seeks injunctive, equitable, declaratory, and monetary relief per FRBP 7001(1), FRBP 7001(7), and FRBP 7001(9).

III. PARTIES

8. BEIER, at all times relevant, owns real estate at 10 Tucson, Coto De Caza, CA 92679("Residence").
9. BEIER is a "debtor" as defined by California Civil Code 1788.2(h) and 11 USC 101(13).
10. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) is a business entity doing business in Orange County, California, and alleges it has a claim against property of the estate as a creditor defined by 11 USC 101(10)(B).

- 1 11. COUNTRYWIDE HOME LOANS, INC., ("CHL"), is a business entity doing
2 business in Orange County, California, and alleges it has a claim
3 against property of the estate as a creditor defined by 11 USC
4 101(10)(B).
- 5 12. COUNTRYWIDE HOME LOANS SERVICING, L.P., ("CHLS"), is a business
6 entity doing business in Orange County, California, and alleges it has a
7 claim against property of the estate as a creditor defined by 11 USC
8 101(10)(B).
- 9 13. WELLS FARGO DOCUMENT CUSTODY ("WF") is a business entity doing
10 business in Orange County, California, and alleges it has a claim
11 against property of the estate as a creditor defined by 11 USC
12 101(10)(B).
- 13 14. The true names and capacities, whether individual, corporate
14 (including officers and directors thereof), associate or otherwise of
15 Defendants sued herein as DOES 1 through 50, inclusive, are unknown
16 to BEIER, who therefore sue these Defendants by such fictitious
17 names. BEIER is informed, believes, and allege that each Defendant
18 designated as a DOE is involved in or is in some manner responsible as
19 a principal, beneficiary, agent, dual agent, co-conspirator, joint
20 venturer, alter ego, third party beneficiary, or otherwise, for the
21 agreements, transactions, events and/or acts hereinafter described,
22 and thereby proximately caused injuries and damages to Plaintiff.
23 BEIER requests that when the true names and capacities of these DOE
24 Defendants are ascertained, they may be inserted in all subsequent
25 proceedings, and that this action may proceed against them under
26 their true names.
- 27 15. The purported debt which Defendants attempted to collect from BEIER
28 was a "consumer debt" as defined by California Civil Code §1788.2(f),

California Civil Code §1788.2(d), 11 USC 101(8), and 15 USC §
1692a(5)

16. Defendants are "debt collectors" as defined by California Civil Code
1788.2(c) and 15 USC 1692.

IV. FACTS

17. On or about March 2, 2005, BEIER executed an Adjustable Rate Note
to Countrywide Home Loans, Inc. That same date, BEIER executed a
Deed of Trust to Countrywide Home Loans, Inc. to act as security to
the Note.

18. The Note has never been endorsed or negotiated.

19. The Note was eventually sold and securitized into a pool with other
loans.

20. The underlying personal obligation was eventually discharged in a
Chapter 7 Bankruptcy in 2008.

21. On or about May 12, 2008, MERS attempted to obtain relief of stay in
the prior Bankruptcy Case No 8:08-12163-RK to pursue the residence.

22. The relief of stay was opposed by BEIER.

23. Throughout the stay litigation, MERS was never able to provide BEIER
any evidence it had the ability to seek relief of stay.

24. In or about August, 2008, BEIER retained Doan Law Firm, LLP, to
investigate the proprieties and enforceability of the underlying Note.

25. On August 25, 2008, DOAN LAW FIRM, LLP notified RECONTRUST
COMPANY (agent to CHL), of Law Firm representation and that BEIER
contested the enforceability of the Note.

26. On August 27, 2008, DOAN LAW FIRM, LLP notified CHL of Law Firm
representation and contested the enforceability of the Note.

- 1 27. On September 9, 2008, DOAN LAW FIRM, LLP advised CHL that
- 2 litigation would commence unless the enforceability of the Note was
- 3 resolved.
- 4 28. The September 9, 2008 correspondence was again faxed to CHL on
- 5 9/10/08 and 9/23/08.
- 6 29. CHL never responded.
- 7 30. BEIER, through counsel, has made numerous requests that Defendants
- 8 produce the original Note.
- 9 31. BEIER, through counsel, has made numerous requests that Defendants
- 10 provide the name and address of the Owner of the Note.
- 11 32. BEIER, through counsel, has made numerous requests that Defendants
- 12 provide the name and address of the Holder of the Note.
- 13 33. Notwithstanding multiple relief of stay hearings, the inability to provide
- 14 proof of the ability to foreclose, and the lack of response to counsel,
- 15 BEIER purposely stipulated to a limited relief of stay provided proof of
- 16 the ability to foreclosure was provided to BEIER within 30 days.
- 17 34. On November 17, 2008, an order for Relief of Stay was entered,
- 18 conditional only if MERS disclosed **"the identity of the note holder**
- 19 **to the Debtor and provide documentation that it holds the note**
- 20 **within thirty days of entry of the Order."**
- 21 35. For the next thirty days, numerous correspondence took place
- 22 between BEIER's counsel and MERS' counsel, demanding compliance
- 23 with the Court Order to avoid an Order to Show Cause from being
- 24 filed.
- 25 36. The thirty days expired on December 17, 2008 and MERS failed to
- 26 comply with the Court Order.
- 27 37. On December 18, 2008 counsel for CHL then sent counsel for BEIER a
- 28 quick letter alleging that WF was the note holder. Strangely, counsel

1 for CHL also referred to a "medication proposal" as well, which remains
2 unexplained to date.

3 38. No other documentation was provided that WF holds the note as
4 required by the Court Order.

5 39. Counsel for BEIER noted the deficiency to Counsel for CHL, who
6 ignored the same.

7 40. MERS then instituted non-judicial foreclosure proceedings in direct
8 violation of the Court Order dated November 17, 2008.

9 41. As of the filing of this complaint, Defendants refuse to provide
10 documentation that they hold the note per the Bankruptcy Court Order
11 dated November 17, 2008.

12 42. Defendants refuse to produce the original Note.

13 43. Defendants refuse to produce the name and address of the Owner of
14 the Note.

15 44. Defendants refuse to produce the name and address of the Holder of
16 the Note.

17 45. Upon information and belief, BEIER alleges that MERS, CHL, CHLS, and
18 WF do not possess the note.

19 46. Upon information and belief, BEIER alleges that MERS, CHL, CHLS, and
20 WF do not know who possesses the Note.

21 47. Upon information and belief, BEIER alleges that MERS, CHL, CHLS, and
22 WF do not own the Note.

23 48. Upon information and belief, BEIER alleges that MERS, CHL, CHLS, and
24 WF do not know who owns the Note.

25 49. Upon information and belief, BEIER alleges that MERS, CHL, CHLS, and
26 WF do not know who are the Holders of the Note.

27 50. Upon information and belief, BEIER alleges that MERS, CHL, CHLS, and
28 WF are not the Holders of the Note.

1 51. Upon information and belief, BEIER alleges that MERS, CHL, CHLS, and
2 WF have no contractual relationship with Beier.

3 52. For all intents and purposes, the Note has been destroyed and is no
4 longer enforceable.

5 53. Notwithstanding the forgoing, MERS, CHL, CHLS, and WF are
6 unlawfully attempting to conduct a non-judicial foreclosure on BEIER's
7 Residence in an attempt to collect on the Trust Deed associated with
8 the Note.

9
10
11 **V.
SEVEN (7) CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION:
13 QUIET TITLE**
14

15 54. BEIER realleges and incorporates by reference the above paragraphs
16 as though set forth fully herein.

17 55. BEIER was possessed of his property within five years of the
18 commencement of this action.

19 56. BEIER is seeking to quiet title against the claims of Defendants.

20 57. Defendants can not legally enforce the Note.

21 58. Defendants can not legally enforce any accessory deed of trust to the
22 Note.

23 59. Defendants' claims are without any right whatsoever and such
24 Defendants have no right, title, estate, lien, or interest whatsoever in
25 the above-described property or any part thereof.

26 60. BEIER seeks to quiet title commencing with the date that Defendants
27 erroneously asserted their rights to enforce the Note against BEIER,
28 such date to be established at trial.

**SECOND CAUSE OF ACTION:
INABILITY TO ENFORCE THE NOTE
JUDICIALLY OR NON-JUDICIALLY
CAL COM CODE 3301**

61. BEIER realleges and incorporates by reference the above paragraphs as though set forth fully herein.
62. The Note is a negotiable instrument pursuant to California Commercial Code 3104(a).
63. A note is personal property and the deed of trust securing a note is a mere incident of the debt it secures, with no separable ascertainable market value. Ca Civ Code 657, 663. Kirby v. Palos Verdes Escrow Co. 183 Cal. App. 3d 57, 62.
64. A fundamental feature of negotiable instruments is that they are transferred by the **delivery of possession**, not by contract or assignment. In re Kang Jin Hwang, 396 B.R. 757.
65. The right to enforce a negotiable instrument such as a Note is only transferable by delivery of the instrument itself. California Commercial Code § 3203.
66. *"A mortgagee's purported assignment of the mortgage without an assignment of the debt which is secured is a legal nullity."* Kelley v. Upshaw (1952) 39 Cal 2d 179, 246 P2d 23, 1952 Cal LEXIS 248.
67. California Commercial Code § 3301 only allows enforcement of the Note by possession, either as a holder or nonholder in possession with holder rights:
- "Person entitled to enforce" an instrument means*
- (a) the **holder** of the instrument,*
 - (b) a **nonholder in possession** of the instrument who has the **rights of a holder**, or*
 - (c) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 3309 or subdivision (d) of Section 3418. A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.*

68. **Defendants are not holders of the Note.**

69. **Defendants are not nonholders in possession of the Note with holder rights.**

70. **Defendants are not in possession of the instrument with the ability to enforce the instrument pursuant to Section 3309 or subdivision (d) of Section 3418.**

71. Defendants have no enforceable right to enforce the Note pursuant to California Commercial Code 3301.

72. California Code of Civil Procedure 725(a) and 726 provide for judicial foreclosures, where as California Civil Code 2924, et seq, provides for non-judicial foreclosures.

73. Defendants are unable to proceed with a judicial foreclosure under California Code of Civil Procedure 726 since they lack the ability to enforce the underlying Note.

74. Defendants are unable to proceed with a non-judicial foreclosure since their inability to enforce the note can not trigger any "breach of the obligation" per California Civil Code 2924(a).

75. BEIER is entitled to Declaratory Relief finding that the Defendants can not comply with Commercial Code 3301 and likewise can not foreclose judicially or non-judicially.

**THIRD CAUSE OF ACTION:
VIOLATION OF RFDCPA
CAL CIV CODE § 1788.17**

76. BEIER realleges and incorporates by reference the above paragraphs as though set forth fully herein.

77. California Civil Code Section § 1788.17 requires that Defendants comply with the provisions of 15 USC § 1692, with a few exceptions not relevant here.

1 78. 15 U.S.C. § 1692f(6) provides the following acts are unlawful;
2 *Taking or threatening to take any nonjudicial action to effect*
3 *dispossession or disablement of property if—*

4 (A) *there is no present right to possession of the property*
5 *claimed as collateral through an enforceable security*
6 *interest;*

7 79. 15 U.S.C. § 1692f(1) provides the following acts are unlawful;
8 *The collection of any amount (including any interest, fee, charge, or*
9 *expense incidental to the principal obligation) unless such amount is*
10 *expressly authorized by the agreement creating the debt or permitted by*
11 *law.*

12 80. Defendants attempts to foreclose on BEIER's residence violated 15
13 U.S.C. § 1692(f)(6) and § 1692(f)(1).

14 81. The foregoing violations of 15 USC § 1692(f)(6) and § 1692(f)1 by
15 Defendants result in violations of California Civil Code Section § 1788.17.

16 82. The forgoing acts by Defendants were willful and knowing violations of
17 Title 1.6C of the California Civil Code (RFDCPA), are sole and separate
18 violations under California Civil Code Section § 1788.30(b), and trigger
19 multiple \$1,000.00 penalties.

20 83. California Civil Code Section 1788.17 provides that Defendants are
21 subject to the remedies of 15 USC § 1692(k) for failing to comply with
22 the provisions of 15 USC § 1692(f)(6) and § 1692(f)1.

23 84. The forgoing acts by Defendants were intentional, persistent, frequent,
24 and devious violations of 15 USC § 1692, which trigger additional
25 damages of \$1,000.00 under 15 USC § 1692(k)(a)(2)(A).

**FOURTH CAUSE OF ACTION:
VIOLATION OF FDCPA
15 USC 1692**

85. BEIER realleges and incorporates by reference the above paragraphs as though set forth fully herein.

86. 15 U.S.C. § 1692f(6) provides the following acts are unlawful;
Taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if—

(A) *there is no present right to possession of the property claimed as collateral through an enforceable security interest;*

87. 15 U.S.C. § 1692f(1) provides the following acts are unlawful;
The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

88. Defendants attempts to foreclose on BEIER's residence violated 15 U.S.C. § 1692(f)(6) and § 1692(f)(1).

89. Defendants are subject to the remedies of 15 USC § 1692(k) for failing to comply with the provisions of 15 USC § 1692(f)(6) and § 1692(f)1.

90. The forgoing acts by Defendants were intentional, persistent, frequent, and devious violations of 15 USC § 1692, which trigger damages of \$1,000.00 under 15 USC § 1692(k)(a)(2)(A).

**FIFTH CAUSE OF ACTION:
VIOLATION OF CIVIL CODE §1708**

91. BEIER realleges and incorporates by reference the above paragraphs as though set forth fully herein.

92. California Civil Code 1708 provides "every person is bound, without

1 contract, to abstain from injuring the person or property of another, or
2 infringing upon any of his or her rights."

3 93. BEIER has suffered and will continue to suffer damages as a result of an
4 illegal, fraudulent, or wilfully attempted foreclosure of his Residence.

5
6 **SIXTH CAUSE OF ACTION:**
7 **VIOLATION OF CALIFORNIA CIVIL CODE § 1785.25(a)**

8 94. BEIER realleges and incorporates by reference the above paragraphs as
9 though set forth fully herein.

10 95. California Civil Code §1785.25(a) prohibits any person from furnishing
11 information to a credit reporting bureau that such person knows or should
12 know is incomplete or inaccurate.

13 96. California Civil Code §1785.25(a) provides:

14 *"A person shall not furnish information on a specific transaction or*
15 *experience to any consumer credit reporting agency if the person knows*
16 *or should know the information is incomplete or inaccurate."*

17 97. BEIER alleges that Defendants intentionally and erroneously reported on
18 a monthly basis that a balance was still owed notwithstanding no balance
19 was owed per CC 3301 and also due to the Chapter 7 discharge.

20 98. BEIER is entitled to relief for said Defendants' misconduct under California
21 Civil Code §1785.31, including actual damages, court costs, loss of
22 wages, attorneys' fees, pain and suffering, statutory damages of up to
23 \$5,000.00 for each monthly act, and injunctive relief.

24
25 **SEVENTH CAUSE OF ACTION:**
26 **LIBEL**

27 99. BEIER realleges and incorporates by reference the above paragraphs as
28 though set forth fully herein.

100. The conduct of Defendants constitutes libel that tends to defame, disparage, and injure BEIER in his business and reputation and has also caused pain and suffering.

101. Such libel has occurred on a continuing basis from improper credit reporting from the date of discharge to present.

102. Such libel has occurred when foreclosure proceedings were published by defendants who have no relationship to BEIER.

103. As a result of Defendants' acts and omissions, BEIER has been injured in an amount yet to be ascertained.

104. The conduct of these Defendants as alleged herein was willful, fraudulent, malicious, and oppressive. As a result, BEIER requests an award of punitive damages.

VI. PRAYERS FOR RELIEF

WHEREFORE, BEIER having set forth the claims for relief against Defendants, respectfully prays that this Court grant the following relief against the Defendants:

1. Quiet title;
2. For a declaration of the rights of the parties relative to BEIER Residence, including a declaration that Defendants have no enforceable lien against BEIER Residence;
3. Actual Economic and Non-Economic Damages;
4. For exemplary and punitive damages;
5. Statutory damages per California Civil Code 1785.31 and 1788.30;
6. Costs and reasonable attorney's fees pursuant to California Civil Code §1717; California Civil Code 1788.30; California Civil Code 1785.31; 15 USC 1692(k); and

1 7. For such other and further relief as the Court may deem just and
2 proper.

3 Dated: March 25, 2009 Respectfully submitted,
4

5 DOAN LAW FIRM, LLP

6 By: 

7 Brett A. Baer,
8 Attorneys for Plaintiff
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FORM B104 (08/07)

2007 USBC, Central District of California

ADVERSARY PROCEEDING COVER SHEET (Instructions on Page 2)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS Jeffrey Scott Beier		DEFENDANTS Mortgage Electronic Registration Systems, Inc. (MERS), Countrywide Home Loans, Inc., Countrywide Home Loans		
ATTORNEYS (Firm Name, Address, and Telephone No.) Brett A. Baer, Doan Law Firm LLP 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008 (760) 450-3333		ATTORNEYS (If Known)		
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Complaint to Quiet Title and Seeking Monetary Damages, Statutory Damages, Punitive Damages, Injunctive Relief and Declaratory Relief				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table border="0"><tr><td style="vertical-align: top;">FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)</td><td style="vertical-align: top;">FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)</td></tr></table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23		
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$		
Other Relief Sought				

RECEIVED

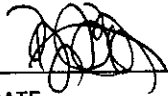
MAR 26 2009

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: [Signature]

Exhibit E

FORM B104 (08/07), page 2

2007 USBC, Central District of California

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Jeffrey Scott Beier		BANKRUPTCY CASE NO. 8:09-bk-11124
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISIONAL OFFICE Santa Ana	NAME OF JUDGE
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF Jeffrey Scott Beier	DEFENDANT Mortgage Electronic Systems, Inc. et al	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING Central District	DIVISIONAL OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 3/26/09	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Brett A. Baer	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not presented by an attorney, the plaintiff must sign.

Exhibit E